

## JOINT ECONOMIC DEVELOPMENT DISTRICT AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of September, 1993 by and between Green Township (hereinafter "TWP") whose mailing address is 5467 Selma Pike, Springfield, Ohio 45502 and The City of Springfield, Ohio (hereinafter "CITY") whose mailing address is 76 East High Street, Springfield, Ohio.

### RECITALS

WHEREAS, both TWP and CITY are political subdivisions located entirely within Clark County, Ohio; and

WHEREAS, TWP and CITY wish to create a Joint Economic Development District (hereinafter the "JEDD") comprised of the lands consisting of approximately 1359 acres and encompassed by the boundary described in the Boundary Addendum, attached to this Agreement and incorporated herein by this reference; and,

WHEREAS, the JEDD is comprised entirely of real property owned by CITY and includes the Springfield-Beckley Municipal Airport which is owned by CITY and is located entirely beyond the CITY's municipal corporate boundaries; and,

WHEREAS, the JEDD also contains a corporate park known as AIRPARKOHIO which is a part of the Springfield-Beckley Municipal Airport as an economic development adjunct thereto for purposes of facilitating the usefulness and financial success of the Springfield-Beckley Municipal Airport and of furthering the economic welfare of the citizens of the TWP and the CITY; and,

WHEREAS, the parties hereto recognize that development of AIRPARKOHIO is subject to certain regulatory requirements imposed by the United States Federal Aviation Administration (hereinafter "FAA"); accordingly, the parties hereto wish to establish a mechanism which will allow development of AIRPARKOHIO consistent with the FAA release issued to the CITY and which will allow making development sites available through land leases; and,

WHEREAS, the parties hereto wish to accomplish the purpose of extending the CITY's municipal powers useful to stimulate economic development (among other municipal powers) to the JEDD and the parties hereto recognize that such an extension of municipal powers will operate to the mutual benefit of TWP and CITY and to the benefit of the JEDD and those businesses and residents who choose to locate within the JEDD; and,

WHEREAS, it is the primary purpose of the TWP and the CITY in entering into this Agreement to facilitate economic development, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State of Ohio, in the TWP and in

the CITY all in accordance with the Subsection 715.70(B) of the Ohio Revised Code; and,

WHEREAS, the parties hereto wish to provide a mechanism whereby income tax revenue can be generated from the economic activities conducted within the JEDD to support CITY services provided within the JEDD as well as to fund other proper municipal purposes all of which the parties hereto recognize will operate to facilitate economic development, to create or preserve jobs and employment opportunities, to improve the economic welfare of the people in the State of Ohio, the TWP and the CITY and will preserve and promote the general public welfare of TWP's and CITY's residents either directly or indirectly; and,

WHEREAS, the parties hereto recognize that new economic development within the JEDD will result in increasing the real property and personal property tax bases for the TWP as well as the Mad River-Green Local School District thereby furthering the economic welfare of the people of TWP and facilitating the provision of quality education in the Mad River-Green Local School District thereby enhancing the availability of appropriately skilled individuals for employment by employers within the TWP, the CITY and the JEDD; and,

WHEREAS, the parties hereto wish to cooperate with each other in accomplishing the foregoing objectives and the CITY has consented to inclusion of the above described CITY owned property within the JEDD; and,

WHEREAS, the Board of Township Trustees of TWP have passed Resolution No. 53 on September 7, 1993 and the City Commission of CITY have enacted Ordinance No. 93-309 on September 7, 1993 which authorize the respective parties to enter into this Agreement all in accordance with Section 715.70 of the Ohio Revised Code; and,

WHEREAS, there are no municipal corporations located within one-quarter mile of the JEDD's boundaries.

NOW, THEREFORE, the parties hereto agree as follows:

#### ARTICLE I - CREATION

Section 1. District Established. There is hereby created a joint economic development district, in accordance with Section 715.70 of the Ohio Revised Code, comprised of the lands contained within the boundaries described in the attached Boundary Addendum. All of the land located within such boundaries is owned by CITY and CITY hereby consents to inclusion of such lands within the JEDD.

Section 2. Purpose. The parties hereto have created the JEDD with the primary purpose "of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the state and in the area of the contracting parties."

Section 3. Name. The joint economic development district created pursuant to this Agreement shall be known as the "Springfield-Beckley Municipal Airport Joint Economic Development District." The Board of Directors (hereinafter the "Board") may change the name of the JEDD by resolution of the Board.

Section 4. Term. The initial term of this Agreement shall commence on the date hereof and shall terminate December 31, 2050 (unless otherwise terminated prior to that date as provided herein). At the expiration of the initial term of this Agreement, the Agreement shall automatically be renewed for a period of 50 years, and the Agreement shall continue to be automatically renewed thereafter for similar 50-year periods at the end of each renewal period with no limit upon the number of such renewals unless both legislative authorities of the CITY and the TWP affirmatively act to terminate this Agreement. In order for any such termination to be effective, legislative action of one party to terminate this Agreement must occur and be effective within a period of 90 days from the date of legislative action of the other party terminating this Agreement. The provision herein for automatic extension of this Agreement except upon legislative action by both parties terminating this Agreement recognizes that the accrual of benefits to the parties from this Agreement may take decades and that the construction of water and sanitary sewer service facilities, public roadways and airport infrastructure along with other possible capital improvements provided for herein is of permanent usefulness and duration.

Section 5. Termination.

a. This Agreement may be terminated at any time by mutual consent of the TWP and the CITY as authorized by their respective legislative authorities. In order for any such termination to be effective, legislative action of one party to terminate this Agreement must occur and be effective within a period of 90 days from the date of legislative action of the other party terminating this Agreement.

b. Notwithstanding Section 4 of this Article, this Agreement may also be terminated at the sole option of the CITY if it is determined at any time for any reason that the income tax provided for in Article VI hereof is not legal or valid or that the JEDD may not levy, collect or distribute that income tax in accordance with this Agreement. If this Agreement is terminated upon the exercise of this option by the CITY, the TWP and the CITY shall have no further obligations under this Agreement.

c. Upon termination of this Agreement, any property, assets and obligations of the District shall be divided equally between the TWP and the CITY, except as otherwise provided for specifically in this Agreement. Any records or documents of the JEDD shall be placed with the CITY for safekeeping, which records and documents shall be maintained by the CITY as are public records of the CITY, until such records may be destroyed in accordance with the JEDD's schedule adopted and approved by the Board.

Section 6. Support of Agreement. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, pursuant to 715.70(B) of the Ohio Revised Code or in any other way, the parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each party shall bear its own costs in any such proceeding challenging this Agreement or any term or provisions thereof.

Section 7. Signing Other Documents. The parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, petitions and similar documents, and to take such other actions in order to effectuate the purposes of this Agreement.

## ARTICLE II - ANNEXATION AND DETACHMENT

Section 1. Annexation Moratorium. The parties hereto agree that no proceedings under Chapter 709 of the Ohio Revised Code to annex, merge or consolidate any part of the JEDD territory may be commenced or in any way initiated by the parties hereto during the first thirty (30) years of the initial term, immediately following execution of this Agreement; provided this Agreement ultimately becomes effective in accordance with the provisions of Section 715.70 of the Ohio Revised Code.

Section 2. Detachment Moratorium. The CITY will take no action to have any territory included within the JEDD detached from the TWP during the first thirty (30) years of the initial term, immediately following execution of this Agreement; provided this Agreement ultimately becomes effective in accordance with the provisions of Section 715.70 of the Ohio Revised Code.

Section 3. Third Party Actions. TWP agrees to vigorously resist, in both administrative and judicial forums, actions by third party political subdivisions to annex, merge or consolidate any portion of the territory comprising the JEDD into such third party political subdivision. The CITY agrees to cooperate with the efforts of the TWP to resist such third party actions. Each party shall bear its own costs in any such proceedings.

## ARTICLE III - SERVICES

Section 1. TWP Services. The parties hereto recognize that the territory comprising the JEDD shall continue to be within the jurisdiction of the TWP. The TWP shall, on and after the execution of this Agreement, continue to provide services within the JEDD to the same extent as provided prior to entering into this Agreement and equivalent to the services provided by TWP to the rest of the TWP's territory, except as specifically provided herein.

Section 2. TWP Maintenance. TWP shall repair and maintain township roadways and bridges and shall provide snow plowing, road salting, road right-of-way mowing and clean up of illegally dumped trash within road right-of-way for all township roads within the JEDD. TWP shall also provide ditch, water course and storm sewer maintenance, repair and reconstruction in all public lands subject to TWP's jurisdiction. The foregoing township services shall be provided at TWP's expense.

Section 3. CITY Maintenance. Notwithstanding the foregoing, the CITY shall maintain, repair and, when necessary, reconstruct the entrance way into Springfield-Beckley Municipal Airport, AIRPARKOHIO and any additional corporate parks or developments which may become a part of the JEDD. The term "entrance way" is intended to refer to landscaping, boulevard islands and signage at the entrance to such areas but not the paved roadways (including curbs and gutters, if any) or to large grass covered portions of road right-of-way which can be mowed with the TWP's equipment. The entrance ways to Springfield-Beckley Municipal Airport and AIRPARKOHIO are defined as the shaded areas in the Entrance Addendum attached to this Agreement and incorporated by this reference. The CITY maintenance described above shall be provided at CITY's expense.

Section 4. New Roadway - AIRPARKOHIO. The CITY shall arrange for construction of the roadway described in the Plat Addendum, attached to this Agreement and incorporated herein, with Issue 2 monies now allocated for such roadway project. The said roadway shall not have curbs and gutters. The roadway project shall be accomplished in two phases with the first consisting of constructing the paved roadway and the second consisting of constructing landscaping and erecting street lights. The CITY shall apply its best efforts to have the roadway project completed by July 1, 1994.

Section 5. Utilities - Water and Sewer.

a. The CITY shall provide water distribution facilities within the JEDD consisting of 12" water mains, 8" water mains (if appropriate), valves, fire hydrants, and other appropriate appurtenances. The CITY shall provide public sanitary sewer facilities within the JEDD consisting of sanitary sewer service, including 8" gravity sewers, manholes, lift station, and the existing on-site wastewater treatment plant.

b. The CITY, at its sole discretion and option, may expand the water and/or sewer services made available within the JEDD and may finance such expansions within the JEDD through any mechanism which municipalities are empowered to employ, including assessments. All powers of the CITY to finance utility expansions within the CITY shall also be operative within the JEDD.

c. CITY water and sewer services provided within the JEDD shall be provided at the same utility rates charged to CITY's customers located within CITY's corporate boundaries.

Section 6. Utilities - Energy, Waste Disposal and Telecommunications. The parties hereto agree to cooperate with each other to secure to the JEDD all necessary and useful public utility supplies of energy, waste disposal services and telecommunication facilities. The TWP and the CITY agree to cooperate with the State of Ohio and Columbia Gas of Ohio to have a natural gas distribution line extended to the JEDD, if such extension is feasible. Notwithstanding the foregoing, it is understood that neither party to this Agreement obligates itself to providing funding to secure the above described public utility services.

Section 7. Street Lights. The TWP shall be responsible to maintain and secure the energy for street lights located within the JEDD. However, on or before March 10 of each year this Agreement remains in effect the CITY shall reimburse the TWP for the TWP's costs for maintenance and electricity to energize the said street lights during the preceding calendar year. Prior to February 4 of each year this Agreement remains in effect, the TWP shall provide the CITY with copies of TWP's electric bill(s) showing the utility company's charge to the TWP for maintenance and electricity provided to energize the said street lights; provided, however the TWP need not provide such bill(s) if the TWP does not seek reimbursement from the CITY for the preceding year's maintenance and electricity charges to energize the said street lights. The CITY's duty to reimburse TWP for such maintenance and electricity costs shall permanently cease and terminate as of December 31 of the first calendar year in which the TWP's total tax receipts (from all sources) attributable to the JEDD territory and activities conducted therein equal or exceed \$7000.

Section 8. Road Reconstruction. The TWP shall be responsible to arrange for and bear the cost of necessary road reconstruction work on the public roadways constructed in AIRPARKOHIO. For purposes of this Agreement, the term "reconstruction" means an asphalt overlay of two (2) inches or more. Notwithstanding the foregoing, the TWP's costs for such reconstruction project, up to 50% of the total construction contract amount, may be reimbursed or advanced (as determined by a Board resolution) from the JEDD's Road Reconstruction Fund, to the extent of the balance in such fund as of the date the payment from the Road Reconstruction Fund is to be made.

Section 9. Safety Services.

a. The TWP shall be the primary provider of firefighting and emergency medical services (hereinafter "EMS") within the JEDD. The CITY agrees to provide mutual aid upon request of TWP and to the extent CITY's Fire Chief determines that CITY fire and/or EMS equipment and personnel can be spared to provide mutual aid.

b. The parties hereto understand that the Clark County Sheriff shall continue to be the primary provider of law enforcement services within the JEDD.

c. The CITY's police power shall be fully operative within the JEDD, except as limited by Article V, Section 3. CITY's police

officers shall have full law enforcement powers within the JEDD, including the power to make lawful searches, seizures of property and arrests.

Section 10. Other Providers. It is not the intent of this Agreement to limit or to restrict the ability or jurisdiction of other governmental authorities, not a party to this Agreement, to provide their services within the JEDD or to have any other effect on such governmental authorities whatsoever.

Section 11. Support Services. The CITY shall provide the following support services to the JEDD for the purposes of enabling the Board to perform its administrative functions:

a. The CITY's Finance Director and his/her staff shall provide necessary accounting, bookkeeping, purchasing and income tax collecting and administering services. The CITY's Finance Director shall be the Treasurer of the JEDD, and is authorized to open accounts with banking institutions and/or governmental institutions, to sign checks on such accounts and to prepare and file any and all reports, returns and other filings with banking institutions and/or governmental institutions necessary and proper to carry out the purposes of the Board and of this Agreement. The Treasurer may also deposit JEDD funds with governmental entities who are willing and legally authorized to accept deposit of such funds as a trustee for the Board and the JEDD.

b. The CITY's Law Director and his/her staff shall provide necessary civil law services and is authorized to represent the JEDD and the Board in all legal matters.

c. The CITY's CITY Engineer and his/her staff shall provide necessary engineering services regarding public improvements within the JEDD, except for engineering services which are the responsibility of the Clark County Engineer.

d. The CITY's City Clerk and his/her staff shall provide necessary record keeping services, taking of minutes for Board meetings and clerical services for the Board and CITY's City Clerk shall be the custodian of the public records of the Board and shall retain such records at his/her offices.

e. The personal services described in this section to be provided by CITY's personnel shall be provided at the CITY's expense. The forms, supplies and equipment necessary for carrying out the Board's functions and all litigation costs for litigation on the JEDD's behalf shall be paid for from the JEDD's Administrative Fund.

Section 12. Airport Operations. The CITY shall retain full discretion to determine what, if any, funding and what, if any, services the CITY will provide to operate the Springfield-Beckley Municipal Airport, including all aviation related facilities connected therewith. The parties hereto agree that TWP shall have no duty to provide funding or services to operate the Springfield-Beckley

Municipal Airport, including all aviation related facilities connected therewith.

#### ARTICLE IV - BOARD OF DIRECTORS

Section 1. Appointment. Pursuant to Section 715.70 of the Ohio Revised Code and pursuant to this Agreement, a Board of Directors is established to govern the JEDD. The Board shall consist of five (5) members, three from the CITY and two from the TWP. The TWP's members of the Board shall be elected Township Trustees selected as TWP's Board of Township Trustees shall determine. The CITY's members of the Board shall be elected City Commission members selected as CITY's City Commission shall determine. The members of the Board shall serve one year terms commencing with the date of the annual meeting of the Board; provided; however, a Board member's seat shall become immediately vacant if he/she ceases to be qualified to hold such seat in accordance with Section 715.70 of the Ohio Revised Code. In the event a Board member's seat becomes vacant midterm, the body appointing the original member shall appoint a replacement member, qualified in accordance with Section 715.70 of the Ohio Revised Code, as soon as is practicable after such seat becomes vacant, but not to exceed thirty (30) days.

Section 2. Compensation. The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the JEDD shall be reimbursed from JEDD funds in accordance with procedures established by the Board.

Section 3. Offices. The Board shall elect a Chairman and a Vice Chairman from among its members. These officers shall be elected at the first meeting of the Board, and thereafter every year, for one year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting officer elections. The officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board. The Chairman shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chairman may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business. Any two members of the Board may also call a special meeting by providing the same notice. The Vice Chairman shall act as Chairman in the temporary absence of the Chairman.

Section 4. Meetings. The Board shall meet at least once each calendar year on the first Thursday of May at 7:30 p.m. at the terminal building at the Springfield-Beckley Municipal Airport or at such other time and place as the Board may establish by Resolution; provided that the first meeting of the Board shall occur within 30 days of the effective date of this Agreement. The Board may, by motion, establish the time and place for additional, special meetings as determined by the Board. The principal office and mailing address of the JEDD and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. A minimum of three members

shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least three members of the Board to be adopted. A resolution adopted by the Board shall be immediately effective, unless otherwise provided in that resolution or by Section 715.70 of the Ohio Revised Code.

Section 5. Procedures. The Board may adopt by-laws for the regulation of its affairs and the conduct of its business consistent with this Agreement. Proceedings of the Board will be conducted generally pursuant to Robert's Rules of Order; however, a failure to strictly adhere to such rules shall not affect the validity of Board action. The Board shall designate by resolution or in its by-laws those Officers who may sign documents on behalf of the Board.

Section 6. Board Powers.

a. The Board is hereby empowered to interpret, apply and administer the terms and conditions of this Agreement and is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Agreement. The Board shall have the power to initiate and prosecute legal actions in its own behalf. The Board shall retain and be protected by all immunities provided under Chapter 2744 of the Ohio Revised Code.

b. The Board is hereby empowered to levy an income tax in accordance with Section 715.70 of the Ohio Revised Code and to arrange for the conduct of elections related to such income tax. The imposition and collection of such income tax shall be governed by the provisions of Article VI of this Agreement.

c. The Board shall adopt an annual budget for the JEDD. The fiscal year of the JEDD shall be the same as the fiscal year of the CITY. The budget shall estimate the revenues of the JEDD and expenses of the operation of the JEDD. The Board shall establish an appropriations procedure to provide for payment of the reasonable and necessary operating expenses of the JEDD. The Board's power and authority to appropriate and expend JEDD funds is subject to the limitations contained in Article VI, below.

d. The Board may establish and maintain such funds in addition to those created in Article VI as are necessary to comply with all applicable laws.

e. The Board may accept for the benefit of the JEDD donations of money, property and services from other private and governmental entities.

f. The Board is not empowered to obligate itself, the JEDD, the CITY or the TWP to any debt or any other contractual obligation [except as provided in paragraph (c) of this Section]. No debt or any other contractual obligation [except as provided in paragraph (c) of this Section] shall be incurred by the Board or JEDD unless such debt or any other contractual obligation [except as provided in paragraph (c) of

this Section] is specifically authorized by legislation passed both by TWP's Board of Township Trustees and by CITY's City Commission amending this Agreement to authorize each specific debt or any other contractual obligation [except as provided in paragraph (c) of this Section] and providing specific authority to the Board (which has not been provided in this Agreement) to perform the acts necessary to obligate the Board.

g. The Board is not empowered to amend or change this Agreement in any way.

#### ARTICLE V - GOVERNMENTAL POWERS

Section 1. Township Powers. All powers of the TWP shall continue and remain fully operable within the JEDD.

Section 2. Municipal Powers. All municipal powers of the CITY shall be operable within the JEDD including, without limiting other powers except as specifically provided in this document, powers granted under Article VIII, Section 13, Article VIII Section 14, and Article XVIII Sections 3 through 6 and 10 through 12 of the Ohio Constitution; those powers generally referred to as Urban Renewal Powers; powers to appropriate property in furtherance of proper municipal purposes and proper joint economic development district purposes; powers to levy special assessments for public improvements necessary to provide facilities to supply CITY services within the JEDD and the powers granted to cities under Section 715.50 of the Ohio Revised Code.

Section 3. Police Powers. It is not the intent of the parties hereto that the CITY's police powers to enact zoning, land use, building and health regulations be extended to the JEDD except to the extent permitted by virtue of Section 715.50 of the Ohio Revised Code.

Section 4. Utility Ordinances. Sections 911 through 919 and 925 of CITY's Codified Ordinance, as they now exist or as they may be amended from time to time, governing water and sewer services shall be fully effective and operable within the JEDD.

#### ARTICLE VI - FINANCES

Section 1. Revenue Account. There is hereby established an "Income Tax Revenue Account" into which the Treasurer shall deposit all income tax receipts and from which all lawful income tax refunds shall be paid.

Section 2. Expense Account. There is hereby established an "Administrative Expense Account" into which the Treasurer shall transfer, on or before the fifteenth day after the tax due date of each year, an amount from the "Income Tax Revenue Account" which, when added to any carry over balance in the Administrative Expense Account, equals a total sum of Five Thousand Dollars (\$5,000) [ie. the maximum sum in the Administrative Expense Account shall not exceed \$5,000]. The

Treasurer shall pay all properly authorized administrative and litigation expenses of the Board out of the Administrative Expense Account.

Section 3. Road Reconstruction Account. There is hereby established a "Road Reconstruction Account" into which the Treasurer shall transfer from the "Income Tax Revenue Account," an amount equal to five percent (5%) of the remaining balance in the "Income Tax Revenue Account" after the annual transfer described in Section 2 of this Article has been completed. The transfer to the Road Reconstruction Account shall be made annually on or before the fifteenth day after the tax due date of each year until the TWP's total tax receipts (from all sources) attributable to the JEDD territory and activities conducted therein throughout the term of this Agreement have equaled or exceeded \$250,000. In the event such total tax receipts reach \$250,000, the then remaining balance in the Road Reconstruction Account shall be transferred to the "Income Tax Revenue Account" and no further transfers shall ever be made to the Road Reconstruction Account. Total transfers into the Road Reconstruction Account (ie. the sum of all transfers made during the term of this Agreement) shall not exceed the maximum sum of 50% of the JEDD Engineer's current estimate of the cost of reconstructing the public roadways in AIRPARKOHIO. Expenditures maybe made from the Road Reconstruction Account as authorized in Article III, Section 8.

Section 4. Transfer to CITY. Within sixty (60) days of the tax due date of each year, the Treasurer shall pay the balance remaining in the Income Tax Revenue Account, as of the fifteenth day after the tax due date, to the CITY. Such sums paid to the CITY shall a) be applied to defray CITY costs of operating Springfield-Beckley Municipal Airport and developing AIRPARKOHIO as such expenses are incurred in the CITY's sole discretion and b) to be applied to any proper municipal purpose which will further the objectives of this Agreement as stated in the Recitals and Article I, Section 2.

Section 5. Income Tax Definitions. As used in this Article, the following words shall have the meaning ascribed to them in this section, except as and if the context indicates or requires a different meaning:

a. "Association" means a partnership, limited partnership or any other form of unincorporated enterprise owned by two or more persons.

b. "Board of Review" means the Board created by and constituted as provided in Article IV.

c. "Business" means an enterprise, activity, profession or undertaking of any nature conducted for profit or ordinarily conducted for profit, whether by an individual, co-partnership, association, corporation or any other entity.

d. "CITY" means the City of Springfield, Ohio.

e. "CITY Attorney" means an attorney in the CITY's Law Department.

f. "Commissioner of Taxation" means the CITY's Director of Finance, or the person authorized by the Director of Finance to perform the duties of the Commissioner of Taxation.

g. "Corporation" means a corporation or joint stock association organized under the laws of the United States, the State of Ohio or any other state, territory or foreign country or dependency.

h. "Employee" means every individual performing services if the relationship between him and the person for whom he performs such services is the legal relationship of employer and employee.

i. "Employer" means an individual, co-partnership, association, corporation, government body, unit or agency, or any other entity, whether or not organized for profit, who or that employs one or more persons on a salary, wage, commission or other compensation basis.

j. "Fiscal year" means an accounting period of twelve months ending on the last day of any month other than December.

k. "Net profits" means the net gain from the operation of a business, profession or enterprise after provision of all ordinary and necessary expenses either paid or accrued in accordance with the accounting system used by the taxpayer for Federal income tax purposes and in the case of an unincorporated entity, without deduction of salaries paid to partners or other owners, or of taxes imposed by this Chapter and Federal and all other taxes based on income.

l. "Nonresident" means an individual domiciled outside the JEDD.

m. "Nonresident unincorporated business entity" means an unincorporated business entity not having an office or place of business within the JEDD.

n. "Person" means every natural person, co-partnership, fiduciary, association or corporation. Whenever used in any clause prescribing and imposing a penalty, the term "person", as applied to an association, shall mean the partners or members thereof, and as applied to a corporation, the officers thereof, and any employee having control supervision or charged with the responsibility of tax law compliance on the part of a natural person, co-partnership, fiduciary, association or corporation.

o. "Resident" means an individual domiciled in the JEDD.

p. "Resident unincorporated business entity" means an unincorporated business entity having an office or place of business within the JEDD.

q. "Taxable year" means the calendar year, or the fiscal year

ending during such calendar year, upon the basis of which the net profits are to be computed under this article and, in the case of a return for a fractional part of a year, the period for which such return is made. Unless approved by the Commissioner of Taxation, the taxable year of an individual shall be a calendar year.

r. "Taxpayer" means a person, whether an individual, co-partnership, association, corporation or other entity, required hereunder to file a return or pay a tax.

s. "Tax due date" means the day of the year designated in CITY's Codified Ordinances, as they may be amended from time to time, as the date on or before which city taxpayers must file their municipal income tax return with the CITY.

t. The singular shall include the plural, and the masculine shall include the feminine and the neuter.

Section 6. Subject of Income Tax.

a. An income tax imposed by the Board shall be a tax upon the following:

- (1) On all salaries, wages, commissions and other compensation earned, received, accrued or in any other way set apart unto residents of the JEDD;
- (2) On all salaries, wages, commissions and other compensation earned, received, accrued or in any other way set apart unto nonresidents for work done or services performed or rendered in the JEDD;
- (3) A. On the portion attributable to the JEDD of the net profits earned, received, accrued or in any other way set apart unto all resident unincorporated businesses, professions or other activities derived from work done or service performed or rendered and business or other activities conducted in the JEDD; and  
B. On the portion of the distributive share of the net profits earned, received, accrued or in any other way set apart unto a resident partner or owner of a resident unincorporated business entity not attributable to the JEDD and not levied against such unincorporated business entity;
- (4) A. On the portion attributable to the JEDD of the net profits earned, received, accrued or in any other way set apart unto all non-resident unincorporated businesses, professions or other activities, derived from work done or services performed or rendered and business or other activities conducted in the JEDD, whether or not such unincorporated

business entity has an office or place of business in the JEDD; and

B. On the portion of the distributive share of the net profits earned, received, accrued or in any other way set apart unto a resident partner or owner of a non-resident unincorporated business entity not attributable to the JEDD and not levied against such unincorporated business entity; and

(5) On the portion attributable to the JEDD of the net profits earned, received, accrued or in any other way set apart unto all corporations derived from work done or services performed or rendered and business or other activities conducted in the JEDD, whether or not such corporations have an office or place of business in the JEDD.

b. The portion of the net profits attributable to the JEDD of a taxpayer conducting a business, profession or other activity both within and without the boundaries of the JEDD shall be determined as provided in Section 718.02 of the Ohio Revised Code, and in accordance with the rules and regulations adopted by the Board of Review pursuant to this Agreement.

c. Exception. The tax provided for herein shall not be levied upon the military pay or allowances of members of the armed forces of the United States, the compensation for personal services of individuals under eighteen years of age, unemployment compensation provided by a government entity, poor relief, proceeds of life insurance, worker's compensation payments, alimony income or upon the net profits of any civic, charitable, religious, fraternal or other organization specified in 718.01 of the Ohio Revised Code to the extent that such net profits are exempted from municipal income taxes under such section.

Section 7. Period of Taxation. The tax shall be levied, collected and paid with respect to the salaries, wages, commissions and other compensation, and with respect to the net profits of businesses, professions or other activities earned, received, accrued or in any way set apart unto taxpayers during the effective period of the tax; provided, however, that no income earned, received, accrued or in any way set apart unto a taxpayer shall be taxed more than once by the JEDD.

Section 8. Return and Payment.

a. Each taxpayer or person who engages in business, or whose salaries, wages, commissions and other compensation are subject to the tax imposed by the Board shall, whether or not a tax is due thereon, make and file a return on or before the tax due date of each year, with the Commissioner of Taxation setting forth:

- (1) The aggregate amounts of salaries, wages, commissions and other compensation earned, received, accrued or in any way set apart unto him, and/or gross income from such business less expenses which the Board of Review may allow by regulation;
- (2) The amount of tax imposed by this chapter on such earnings and profits; and
- (3) Such other pertinent statements, information returns or other information as the Commissioner of Taxation may require, including a statement that the figures used in the return are the figures used in the return for federal income tax adjusted to set forth only such income as is taxable under the provisions of this Agreement.

b. When the return is made for a fiscal year or other period different from the calendar year, the return shall be filed within three and one-half months from the end of such fiscal year or other period.

c. The Commissioner of Taxation shall extend the time for filing of the annual return upon the request of the taxpayer for six months. Upon good cause shown, the Commissioner of Taxation may extend the time for filing of the annual return for an additional period of time not to exceed six months. All extensions shall be conditioned upon the taxpayer filing a tentative return, accompanied by payment of the amount of tax shown to be due thereon, by the date the return is normally due and upon the taxpayer maintaining continuing compliance with the provisions of this chapter. No penalty shall be assessed in those cases in which the return is filed within the period as extended; however, the amount by which the actual tax found to be due exceeds the payment submitted with the tentative return shall bear interest from April 15, pursuant to the provisions of Section 3 of this Article.

d. The taxpayer making such return shall, at the time of the filing thereof, pay to the Commissioner of Taxation the amount of taxes shown as due thereon; provided, however, that where any portion of the tax so due shall have been deducted at the source pursuant to the provisions of Section 9 of this Article, or where any portion of such tax shall have been paid by the taxpayer pursuant to the provision of Section 10 of this Article, credit for the amount so paid shall be deducted from the amount shown to be due and only the balance, if any, shall be due and payable at the time of filing such return.

e. All individuals, businesses, employers, brokers or others doing business who engage persons, either on an employer-employee basis or as independent contractors, and are not subject to withholding, shall report to the Commissioner of Taxation the name, address and total amount of all salaries, wages, commissions and other compensation in excess of six hundred dollars (\$600) earned, received, accrued or in any other way set apart unto each taxpayer which is subject to the tax

under this Agreement. All contractors shall indicate the total amount of payments, which have accumulated to more than six hundred dollars (\$600), to any subcontractor or contract employee who did business in, or is a resident of the JEDD in a report to the Commissioner of Taxation which shall indicate the names, addresses, and amounts paid. All reports made pursuant to this subsection shall be filed with the JEDD on or before the tax due date of each year.

f. In the case of a corporation that carries on transactions with its stockholders or with other corporations related by stock ownership, interlocking directorates or some other method, or in case any person operates a division, branch, factory, office, laboratory or activity within the JEDD constituting a portion only of its total business, the Commissioner of Taxation shall require such additional information as may be necessary to ascertain whether net profits allocable to the JEDD are being distorted by the shifting of income, apportionment of expenses, or other devices available to a common control. If the Commissioner of Taxation finds that a person's net profits allocable to the JEDD are distorted by reason of transactions with stockholders or with other corporations related by stock ownership, interlocking directorates or transactions with such division, branch, factory, office, laboratory or activity or by some other method, he shall adjust such transactions so as to produce a fair and proper allocation of net profits to the JEDD. If necessary, the Commissioner of Taxation may require the filing of a consolidated return.

g. An amended return shall be filed in order to report additional income and pay any additional tax due, or claim a return of tax overpaid, subject to the requirements and/or limitations contained in subsection (i) hereof. A taxpayer may not change the method of accounting or apportionment of net profits after the due date for filing the original return.

h. A taxpayer who has overpaid the amount of tax to which the JEDD is entitled under the provisions of this Agreement may, provided the taxpayer files his request with the Commissioner of Taxation within three years of making the overpayment, have such overpayment applied against any subsequent liability hereunder or, at his election indicated on the return, such overpayment or part thereof shall be refunded, provided that no refund shall be made or tax collected where the refund or total tax liability is less than one dollar (\$1.00).

i. A claiming of credit for amounts paid to any other municipality shall constitute an assignment and a transfer to the JEDD of all right, title and interest of the taxpayer claiming the credit in and to any claim for refund of the amounts so paid to the other municipality. In the event of a refund not received by the JEDD in an amount equal to the credit claimed by reason of tax payments made to another municipality and subject to reciprocity, then the taxpayer shall be liable to the JEDD for and as taxes due from the date of the filing of the annual return upon which the credit was claimed in an amount equal to the amount by which the credit exceeds the amount of refund received by the JEDD, with interest pursuant to Section 13 of

this Article.

j. Within three months after determination of any federal tax liability affecting a taxpayer's JEDD tax liability, such taxpayer shall make and file an amended JEDD return showing income subject to JEDD tax based upon such final determination of federal tax liability, and pay an additional tax shown due thereon or make claim for refund of any overpayment.

Section 9. Withholding.

a. Each employer within or doing business within the JEDD who employs one or more persons on a salary, wage, commission or other compensation basis shall deduct at the time of the payment of such salary, wage, commission or other compensation, the tax at the rate established by the Board on the gross salary, wage, commission or other compensation due by the employer to such employee and shall on or before the last day specified below make a return and pay the Commissioner of Taxation the amount of tax so deducted.

1. The term "banking day", for purposes of this section, means that part of any day on which a bank is open to the public for carrying on substantially all of its banking functions;
2. "Month" means a calendar month;
3. "Partial monthly withholding period" means the period ending on the third, seventh, eleventh, fifteenth, nineteenth, twenty-second, twenty-fifth, or last day of a month, as the context requires;
4. "Undeposited taxes" means the taxes an employer is required to deduct and withhold from an employee's compensation pursuant to this chapter that have not been remitted to the Commissioner of Taxation pursuant to this section.
5. Every employer required to deduct and withhold any amount under this chapter shall file a return and shall pay the amount required by law as follows:
  - A. If, at the end of each calendar quarter, undeposited taxes total one thousand dollars (\$1,000) or less, payment of the undeposited taxes for that calendar quarter shall be made no later than thirty days following the last day of March, June, September and December of each year;
  - B. If paragraph (a)(5)A of this Section does not apply, payment of undeposited taxes for each month shall be made no later than ten banking days following the close of the month during which the undeposited taxes were withheld;

- C. If, for any partial monthly withholding period, undeposited taxes total more than fifteen thousand dollars (\$15,000), payment of the undeposited taxes shall be made within three banking days following the end of the partial monthly withholding period during which the fifteen thousand dollar (\$15,000) limitation was exceeded. Nothing in this paragraph 5(C). shall be construed as relieving an employer from complying with paragraph a(5)(B) of this Section.
6. The requirements of paragraph a(5) of this Section are met if the amount paid is not less than ninety-five percent (95%) of the actual tax withheld for the prior quarterly, or monthly, or partial monthly withholding period, and the underpayment is not due to willful neglect. Any underpayment of withheld tax shall be paid by the last day prescribed for the next regular payment for a monthly or quarterly withholding period or within thirty days of the date on which the withheld tax was due for a partial monthly withholding period.
7. If the Commissioner of Taxation believes that quarterly or monthly payments would result in a delay that might jeopardize the collection of withholding payments, he may order that the payments be made weekly, or more frequently if necessary, and the payments shall be made no later than three banking days following the close of the period for which the jeopardy payment order is made. An order requiring weekly or more frequent payments shall be delivered to the employer personally or by certified mail and remains in effect until the Commissioner of Taxation notifies the employer to the contrary.
8. In addition to the returns required to be filed and payments required to be made under paragraph a(5) of this Section, every employer required to deduct and withhold taxes shall file, not later than the thirty-first day of January of each year, an annual return covering the aggregate amount deducted and withheld during the entire preceding year for the tax imposed under this chapter. At the time of filing that return, the employer shall pay over any amount deducted and withheld during the preceding year and not previously paid. The employer shall make the annual report, to each employee and to the Commissioner of Taxation, of the compensation paid and each tax withheld, as the Commissioner of Taxation by rule shall prescribe.
9. Each employer required to deduct and withhold any tax is liable for the payment of that amount required to be deducted and withheld.

b. Such employer in collecting such tax shall be deemed to hold the same until payment is made by such employer to the JEDD as a trustee for the benefit of the JEDD and any such tax collected by such employer from his employee shall, until the same is paid to the JEDD, be deemed a trust fund in the hands of such employer.

c. Provided, however, that no person shall be required to withhold the tax on the wages or other compensation paid domestic servants employed exclusively in or about such person's residence, but such servants shall be subject to the provisions of Section 8 of this Article.

d. The officer or employee having control or supervision of or charged with the responsibility of filing the return and making payment is personally liable for failure to file the return or pay the tax due as required by this section. The officer or employee shall be personally liable for the tax he failed to return or pay as well as any related interest and penalties. The dissolution of a corporation does not discharge an officer's or employee's liability for a prior failure of the corporation to file returns or pay tax due.

#### Section 10. Declarations.

a. Every taxpayer or person who anticipates any taxable income which is not subject to Section 9 of this Article, or who engages in any business, profession, enterprise or activity, or upon the request of the Commissioner of Taxation, shall file a realistic declaration setting forth such estimated income or the estimated profit or loss from such business activity, together with the estimated tax due thereon, if any.

b. Such declaration shall be filed on or before the tax due date of each year during the life of this chapter, or within three and one-half months of the date the taxpayer becomes subject to tax for the first time.

c. Such declaration shall be filed upon a form or forms furnished by, or obtainable upon request from, the Commissioner of Taxation which form or forms may require a statement that the figures used in making such declaration are the figures used in making the declaration of the estimate for the federal income tax adjusted to set forth only such income as is taxable under the provisions of this chapter.

- d. 1. Such declaration of estimated tax to be paid the JEDD shall be accompanied by a payment of at least one-fourth of the estimated annual tax and at least an equal amount shall be paid at ninety (90) day intervals as established by the Commissioner of Taxation.
2. If upon the filing of the return required by Section 8 of this Article, it appears that the taxpayer did not pay eighty percent (80%) of his tax liability, as shown

on such return, on or before the earliest estimated tax payment date of each calendar year, the difference between eighty percent (80%) of the taxpayer's tax liability and the amount of estimated tax he actually paid on or before the earliest estimated tax payment date of each calendar year, shall be subject to the interest provisions of Section 13 of this Article; however, any taxpayer whose declared tax is equal to or greater than the tax in the previous year shall not be assessed any interest for any increased taxes found to be due in the current year.

e. Those taxpayers having a fiscal year or period differing from the calendar year shall file a declaration within three and one-half months after the start of each fiscal year or period, accompanied by a payment of at least one-fourth of the estimated annual tax shown due thereon, and at least an equal amount shall be paid on the fifteenth day of the fourth, seventh, tenth and thirteenth months thereafter.

f. On or before the tax due date of the year following that for which such declaration or amended declaration was filed, an annual return shall be filed and any balance which may be due the JEDD shall be paid therewith in accordance with the provisions of Section 8 of this Article.

#### Section 11. Commissioner of Taxation - Duties.

a. It shall be the duty of the Commissioner of Taxation to collect and receive the tax imposed by the Board, in the manner prescribed by this Agreement, from the taxpayers. It shall also be his duty to keep an accurate record for a minimum of five years showing the amount received by him from each taxpayer required to file a declaration and/or make a return and the date of such receipt. Records need not be kept longer than five years unless an account is not paid in full, or unless an investigation is pending on an account.

b. In any case where a taxpayer has failed to file a return or has filed a return which does not show the proper amount of tax due, the Commissioner of Taxation shall fix the amount of tax due the JEDD from the taxpayer and shall send to such taxpayer by first class mail a written statement showing the amount of tax so fixed, together with interest and penalties thereon, if any.

c. For good cause shown, the Commissioner of Taxation, with the concurrence of a JEDD Attorney, may waive penalties and/or interest, compromise a claim for taxes due and enter into payment agreements with taxpayers.

#### Section 12. Investigations.

a. The Commissioner of Taxation, or any CITY employee authorized by the Commissioner of Taxation, is hereby authorized to examine the books, papers, records and federal tax returns of any employer or of any taxpayer or other person for the purpose of verifying the accuracy

of any return made or, if no return was made, to ascertain the tax due under this chapter. Every such employer, supposed employer, taxpayer, supposed taxpayer or other person is hereby directed and required to furnish upon written order by the Commissioner of Taxation, the means, facilities and opportunity for making such examinations and investigations as are hereby authorized.

b. The Commissioner of Taxation is hereby authorized to order any person reasonably believed to have knowledge of the facts to appear before him and may examine such person, under oath, concerning any income which was or should have been returned for taxation or any transaction tending to affect such income, and for this purpose may compel the production of books, papers, records and federal tax returns and the attendance of all persons before him, whether as parties or witnesses, whenever he reasonably believes such persons have knowledge of such income or information pertinent to such inquiry.

c. Whoever fails to comply with an order of the Commissioner of Taxation issued pursuant to this section shall be guilty of a misdemeanor of the first degree, punishable by a fine of not more than one thousand dollars (\$1,000) or by imprisonment not exceeding six months, or both such fine and imprisonment. Each day that a violation continues shall be deemed a separate offense.

d. Any information gained as the result of any returns, investigations, hearings or verifications required or authorized by this Agreement shall be confidential, except for official purposes, or except in accordance with a judicial order. Any person knowingly and willfully divulging such information in violation of this chapter, unless required to do so by Federal or State law, shall, upon conviction therefore, be deemed guilty of a third degree misdemeanor and shall be subject to a fine or penalty of not more than five hundred dollars (\$500.00). Each disclosure shall constitute a separate offense.

### Section 13. Interest and Penalties.

a. All taxes due from taxpayers and moneys withheld by employers under the provisions of this chapter and remaining unpaid after they have become due shall bear interest, in addition to the amount of the unpaid tax or withholdings, at the rate of one percent (1%) per month or part thereof.

b. In addition to interest as provided in subsection a hereof, penalties for nonpayment of taxes due from taxpayers, moneys required to be withheld by employers under the provisions of this Agreement, and for failure to timely file tax returns are hereby imposed as follows:

1. In the case of taxpayers upon whom such taxes are imposed, ten percent (10%) of the amount of the unpaid tax if paid after the same has become due; provided that penalty shall not be assessed on an additional tax assessment made by the Commissioner of Taxation when a return has been filed in good faith and the tax paid

thereon within the time prescribed herein; and provided further, that neither penalty nor interest shall be assessed on any additional tax assessment resulting from a Federal audit, providing an amended return is filed and the additional tax is paid within three months after final determination of the Federal tax liability.

2. In the case of employers required to withhold taxes from employees under the provisions of this Agreement, a penalty at the rate of:

<u>Penalty (Percent)</u>	<u>Tax Payment in Relation to Due Date</u>
10%	Within 30 days
15%	Within 60 days
20%	Within 90 days
25%	more than 90 days

3. In the case of taxpayers who fail to file tax returns when due as required by this Agreement, the following penalties:

<u>Penalty</u>	<u>Complete Tax Return is Filed</u>
\$ 25.00	Not more than 30 days late
50.00	More than 30 but not more than 120 days late
100.00	More than 120 days late

4. Individuals not subject to the tax pursuant to this Agreement for a taxable year, not a resident of the JEDD for an entire taxable year, under eighteen years of age for the entire taxable year, or a member of the armed forces of the United States for the entire taxable year, shall not be subject to the penalties imposed by this section for each taxable year in which one of the conditions stated in this subsection b(4) applies.

Filings shall be deemed to be timely made if postmarked by the due date.

Section 14. Collections. All taxes imposed by the Board shall be collectible, together with any interest and penalties thereon, by suit, as other debts of like amount are recoverable. No additional assessment of taxes shall be made after the period described in 718.06 of the Ohio Revised Code, except in the case of fraud, omission of twenty-five percent (25%) or more of the income subject to this tax, or failure to file a return; unless that taxpayer has waived his rights under such Ohio Revised Code Section; provided, however, in those cases in which the Commissioner of Internal Revenue and the taxpayer have executed a waiver of the federal statute of limitation, the period within which an additional assessment may be made by the Commissioner of Taxation shall be three years from the time of the final determination of the Federal tax liability.

Section 15. Violations.

- a. Any taxpayer or person who knowingly and willfully;
1. Fails, neglects or refuses to make any return or declaration required by this chapter; or
  2. Makes any incomplete, false or fraudulent return; or
  3. Fails, neglects or refuses to pay the tax, penalties or interest imposed pursuant to this Agreement; or
  4. Fails, neglects or refuses to withhold the tax from his employees or remit such withholding to the Commissioner of Taxation; or
  5. Refuses to disclose to the Commissioner of Taxation any information with respect to the income or net profits of a taxpayer; or
  6. Fails, to comply with the provisions of this Agreement; or
  7. Attempts to do anything whatever to avoid the payment of the whole or any part of the tax penalties or interest imposed pursuant to this Agreement,

shall be guilty of a misdemeanor of the first degree and shall be fined not more than one thousand dollars (\$1000) or imprisoned not more than six months, or both, for each offense.

b. All prosecutions under this section shall be commenced within the time specified in 718.06 of the Ohio Revised Code.

c. The failure of any employer or taxpayer or person to receive or procure a return, declaration or other required form shall not excuse him from making any information return, return or declaration, from filing such form, or from paying the tax.

Section 16. Credits. In compliance with Section 715.70, residents of the JEDD shall be allowed the same tax credits for income taxes paid to other joint economic development districts or municipal corporations where such residents work as tax credits are provided to residents of The City of Springfield, Ohio under like circumstances.

Section 17. Board of Review.

a. The Board shall perform the functions of a Board of Review as described herein. The Board of Review may adopt, promulgate and enforce rules and regulations relating to any matter or thing pertaining to the administration, operation and enforcement of the provisions of Section 5 through 17 of this Article including provisions for the re-examination and correction of returns and payments.

b. All hearings by the Board of Review may be conducted privately and the provisions of Section 12 of this Article with reference to the confidential character of information required to be disclosed under this Article shall apply to such matters as may be heard before the Board of Review on appeal.

c. Any person dissatisfied with any ruling or decision of the Commissioner of Taxation which is made under the authority conferred by this Agreement may appeal therefrom to the Board of Review within thirty days from the announcement of such ruling or decision by the Commissioner of Taxation and the Board of Review shall, on hearing such ruling or decision, have jurisdiction to affirm, reverse and modify any such ruling or decision, or any part thereof.

d. Any person dissatisfied with any ruling or decision of the Board of Review may appeal therefrom to a court of competent jurisdiction within thirty days from the announcement of such ruling or decision.

#### ARTICLE VII - MISCELLANEOUS

Section 1. Defaults. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The party in default shall have 60 days, after receiving written notice from the other party of the event of default, to cure that default. If the default is not cured within that time period, the nondefaulting party may sue the defaulting party for specific performance under this Agreement or for damages or both. Other than as provided in Section 5 of Article I, this Agreement may not be cancelled or terminated because of a default unless both the CITY and the TWP agree to such cancellation or termination.

Section 2. Amendments. This Agreement may be amended by the TWP and the CITY only in a writing approved by the legislative authorities of both parties by means of appropriate legislation authorizing such amendment. Such amendment, in order to be effective, must be authorized by appropriate legislation passed by CITY's City Commission within 90 days of the appropriate legislation passed by TWP's Board of Township Trustees.

Section 3. Periodic Review. On the anniversary of this Agreement at the end of each decade during which this Agreement remains in effect the TWP's Board of Township Trustees and the CITY's City Commission shall hold a joint meeting, at a time and place to be mutually agreed upon, for the purpose of discussing any amendments to this Agreement which may facilitate accomplishing the purposes of this Agreement more efficiently and effectively. The parties hereto may cancel such meeting for a particular decade if both parties pass appropriate legislation agreeing to such cancellation within the ninety (90) days immediately preceding the scheduled joint meeting. Such cancellation, in order to be effective, must be authorized by appropriate legislation passed by both CITY's City Commission and by TWP's Board of Township

Trustees within the ninety (90) days immediately preceding the scheduled joint meeting.

Section 4. Streets. The CITY shall have the right to name and rename streets within the JEDD.

Section 5. Official's Insurance. The TWP and the CITY shall each be responsible to provide public official's liability insurance for their own respective elected officials and appointed officers who serve the JEDD on the Board or in any other official capacity if such insurance coverage is to be provided at all. Providing public official's liability insurance is not an authorized administrative expense of the Board.

Section 6. Immunities. By entering into this Agreement, neither the CITY nor the TWP intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Chapter 2744 of the Ohio Revised Code.

Section 7. Successors. This Agreement shall inure to the benefit of and shall be binding upon the TWP, the CITY and their respective successors in accordance with Section 715.70(J) of the Ohio Revised Code; subject, however, to the specific provisions hereof. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence, with the one exception that taxpayers shall have the benefits of those rights provided to them in Article VI, Sections 5 through 17 and may use all means available to them under the laws of Ohio to enforce and protect such rights.

Section 8. Severability. Except as provided in Article I, Section 5 hereof, in the event that any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

a. that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

b. the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

c. each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 9. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of Ohio and in particular Section 715.70 of the Ohio Revised Code.

Section 10. Merger. This Agreement constitutes the entire understanding of the parties hereto and shall not be altered, changed, modified, or amended, except by similar instruments in writing, executed by the parties hereto as provided in this Agreement.

Section 11. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

IN WITNESS WHEREOF, the TWP and the CITY have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

Signed as to the City  
in the presence of:

Shelley Mougny

Susan C. Lee  
(Witnesses as to the City Manager)

THE CITY OF SPRINGFIELD, OHIO

BY: [Signature]  
City Manager

TOWNSHIP OF GREEN

Sharon A Maddee

BY: Wendell B Tuttle.  
Trustee

Gerry J. South

BY: Thomas J Waddell  
Trustee

Sharon A Maddee  
(Witnesses as to the Township Trustees)

BY: John M. Maurer  
Trustee

APPROVED AS TO FORM  
AND CORRECTNESS:

Andrew J. Burkholder  
Deputy Law Director  
Stephan L. Schumaker  
Clark County Prosecutor

STATE OF OHIO )  
COUNTY OF CLARK ) SS:

On this 16<sup>th</sup> day of September, 1993, before me, a Notary Public in and for said County and State, personally appeared Matthew J. Kridler, City Manager of The City of Springfield, Ohio, who acknowledged that with due authorization and as such officer on behalf of the CITY he did sign said instrument on behalf of the CITY and who acknowledged that the same is his voluntary act and deed individually as said officer and the voluntary and corporate act and deed of the CITY.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Andrew J. Burkholder  
Notary Public

Andrew J. Burkholder, Attorney-At-Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R.C.

STATE OF OHIO )  
COUNTY OF CLARK ) SS:

On this 14<sup>th</sup> day of September, 1993, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, WENDELL B. TUTTLE and THOMAS J. WADDLE Trustees of the Township of Green who acknowledged that with due authorization and as such officers on behalf of the Township they did sign said instrument on behalf of the Township and who acknowledged that the same is their voluntary act and deed individually as said officers and the voluntary and corporate act and deed of the Township.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Thomas E. Trempe  
Notary Public

THOMAS E. TREMP  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Sec. 147.03 R.C.

STATE OF OHIO )  
COUNTY OF CLARK )

SS:

On this 20th day of September, 1993, before me, a Notary Public in and for said County and State, personally appeared JOHN M. MAURER Trustee of the Township of Green who acknowledged that with due authorization and as such officer on behalf of the Township he did sign said instrument on behalf of the township and acknowledged that the same was his voluntary act and deed individually as said officer and the voluntary and corporate act and deed of the Township.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal on the day and year aforesaid.

Thomas E. Trempe  
Notary Public

THOMAS E. TREMPE  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Sec. 147.03 R.C.

## METES AND BOUNDS DESCRIPTION - JEDD

Situate in the Township of Green, County of Clark, and State of Ohio, and being part of Sections 4, 5, 10, and 11, Town 4, Range 8, MRS and part of Sections 34 and 35, Town 5, Range 8, MRS;

Beginning at a point in the centerline of Sparrow Rd., said point bears N. 86°-01'-33" W., 1273.08 feet from the intersection of the centerlines of Sparrow Rd. and State Route 72;

thence S. 54°-09'-25" W., 509.39 feet to a point;

thence S. 4°-26'-50" W., 683.14 feet to a point;

thence N. 85°-43'-23" W., 321.42 feet to a point;

thence S. 54°-09'-01" W., 825.77 feet to a point;

thence S. 4°-44'-52" W., 1116.74 feet to a point in the south line of Blee Rd.;

thence with said south line N. 85°-28'-16" W., 279.63 feet to a point;

thence with said south line, on a curve to the right, the radius of which is 3233 feet, arc distance 536.99 feet, chord bears N. 80°-40'-58" W., 534.59 feet to a point;

thence S. 54°-09'-02" W., 643.17 feet to a point;

thence S. 4°-31'-45" W., 5120.97 feet to a point in the south line of Jackson Rd.;

thence, following the south line of Jackson Rd., the following courses, N. 85°-40'-28" W., 241.96 feet to a point;

thence, on a curve to the left, the radius of which is 200 feet, arc distance 314.16 feet, chord bears S. 49°-16'-56" W., 281.93 feet to a point;

thence S. 3°-44'-52" W., 529.65 feet to a point;

thence on a curve to the right, the radius of which is 240 feet, arc distance 376.99 feet, chord bears S. 48°-43'-59" W., 338.31 feet to a point;

thence N. 85°-32'-17" W., 665.19 feet to a point;

thence S. 4°-31'-09" W., 83.26 feet to a point;

thence N. 85°-29'-18" W., 1995.06 feet to a point in the centerline of Tanyard Rd.;

thence with said centerline N. 4°-45'-11" E., 1064.19 feet to a point in the centerline of Jackson Rd.;

thence with said centerline N. 85°-22'-14" W., 669.79 feet to a point;

thence continuing with the centerline of Jackson Rd. N. 85°-29'-17" W., 2624.28 feet to a point;

thence leaving said centerline N. 3°-51'-08" E., 281.32 feet to a point;

thence N. 85°-56'-28" W., 925.07 feet to a point;

thence S. 3°-50'-45" W., 279.69 feet to a point in the centerline of Jackson Rd.;

thence with said centerline N. 85°-56'-27" W., 1234.81 feet to a point;

thence leaving said centerline N. 4°-30'-09" E., 1367.76 feet to a point;

thence S. 85°-49'-37" E., 797.15 feet to a point;

thence N. 4°-50'-10" E., 1760.00 feet to a point in the south line of Buffer Lot A in the plat of Airpark Ohio;

thence with said south line N. 63°-49'-19" W., 1050.31 feet to a point in the east right-of-way line of U.S. 68 Springfield - Xenia Rd.;

thence with said east line N. 26°-47'-42" E., 161.51 feet to a point;

thence S. 64°-06'-42" E., 310.91 feet to a point;

thence N. 26°-02'-47" E., 100.30 feet to a point;

thence S. 64°-06'-40" E., 642.98 feet to a point;

thence N. 4°-50'-13" E., 363.25 feet to a point;

thence S. 85°-51'-35" E., 1336.42 feet to a point;

thence N. 4°-39'-09" E., 1631.53 feet to a point in the centerline of State Route 794;

thence with said centerline S. 85°-46'-38" E., 1665.92 feet to a point;

thence N. 4°-13'-56" E., 15.04 feet to a point in the north line of State Route 794;

thence with said north line, on a curve to the left, the radius of which is 2262 feet, arc distance 1051.5 feet, chord bears N. 80°-56'-18" E., 1045.66 feet to a point in the centerline of Peacock Rd.;

thence with said centerline N. 4°-25'-10" E., 991.08 feet to a point;

thence leaving the centerline of Peacock Rd. S. 85°-56'-32" E., 437.11 feet to a point;

thence N. 4°-25'-14" E., 100.29 feet to a point;

thence S. 85°-56'-34" E., 659.07 feet to a point in the north line of State Route 794;

thence with said north line N. 40°-45'-03" E., 394.24 feet to a point;

thence leaving the north line of State Route 794 N. 4°-38'-09" E., 1043.62 feet to a point;

thence S. 85°-54'-35" E., 3081.85 feet to a point in the centerline of State Route 794;

thence leaving said centerline S. 25°-43'-21" E., 45.92 feet to a point in the south line of State Route 794;

thence with said south line of State Route 794 S. 86°-01'-33" E., 578.16 feet to a point;

thence leaving said south line of State Route 794 S. 4°-44'-35" W., 89.74 feet to a point;

thence S. 86°-01'-29" E., 301.04 feet to a point in the centerline extended of Sparrow Rd.;

thence with said centerline extended N. 4°-45'-10" E., 100.29 feet to a point at the intersection of the centerlines of Sparrow Rd. and State Route 794;

thence with the centerline of State Route 794 S. 86°-01'-33" E., 637.73 feet to a point;

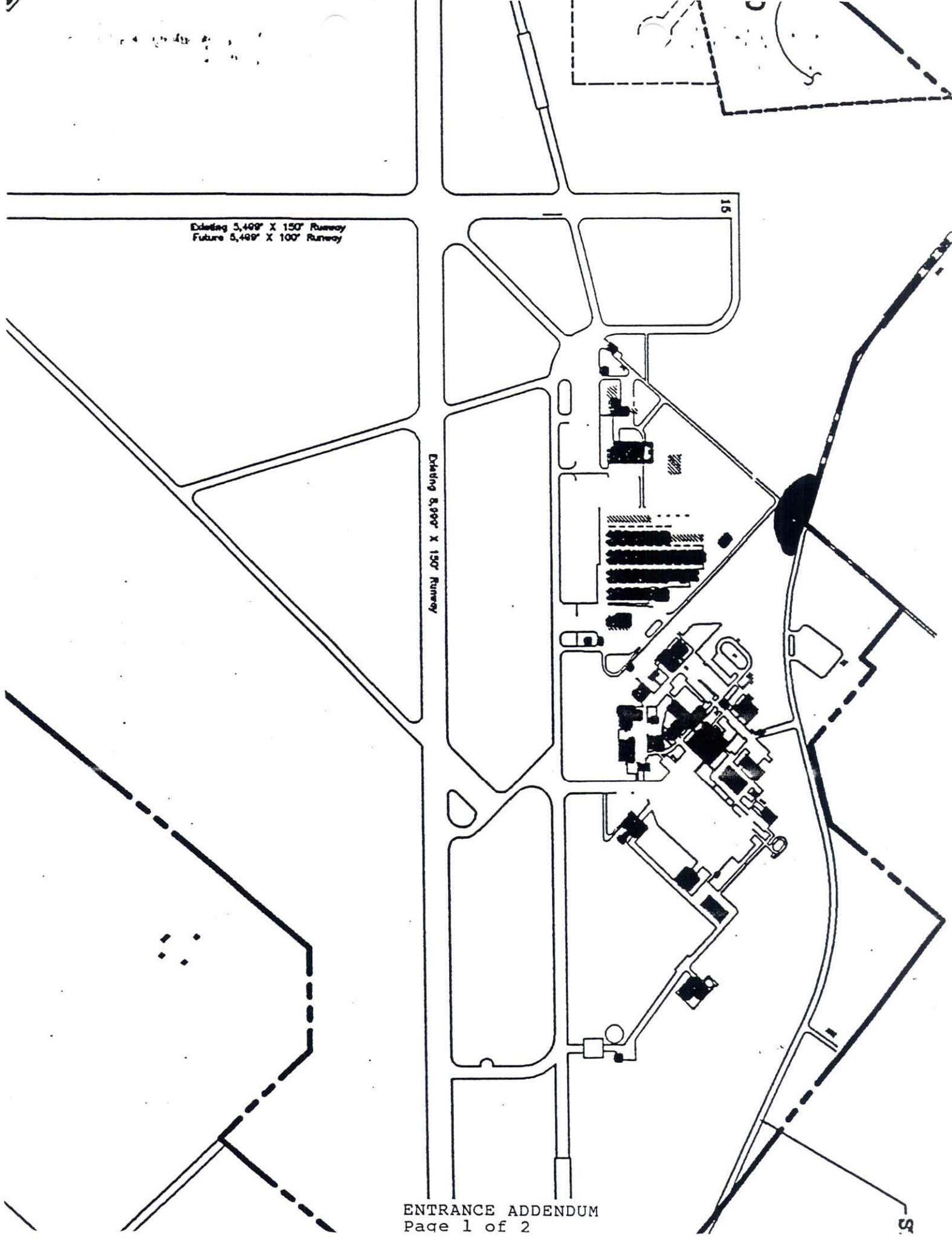
thence leaving the centerline of State Route 794 N. 54°-16'-07" E., 1795.14 feet to a point;

thence S. 36°-00'-00" E., 399.72 feet to a point;

thence S. 54°-09'-26" W., 1309.15 feet to the place of beginning.

Basis of bearings is N. 86°-01'-33" W., on the centerline of Sparrow Rd. and State Route 794.

The boundary described herein is intended to include all the lands of the Springfield Municipal Airport.



Existing 5,400' X 150' Runway  
Future 5,400' X 100' Runway

Existing 8,900' X 150' Runway

16

5

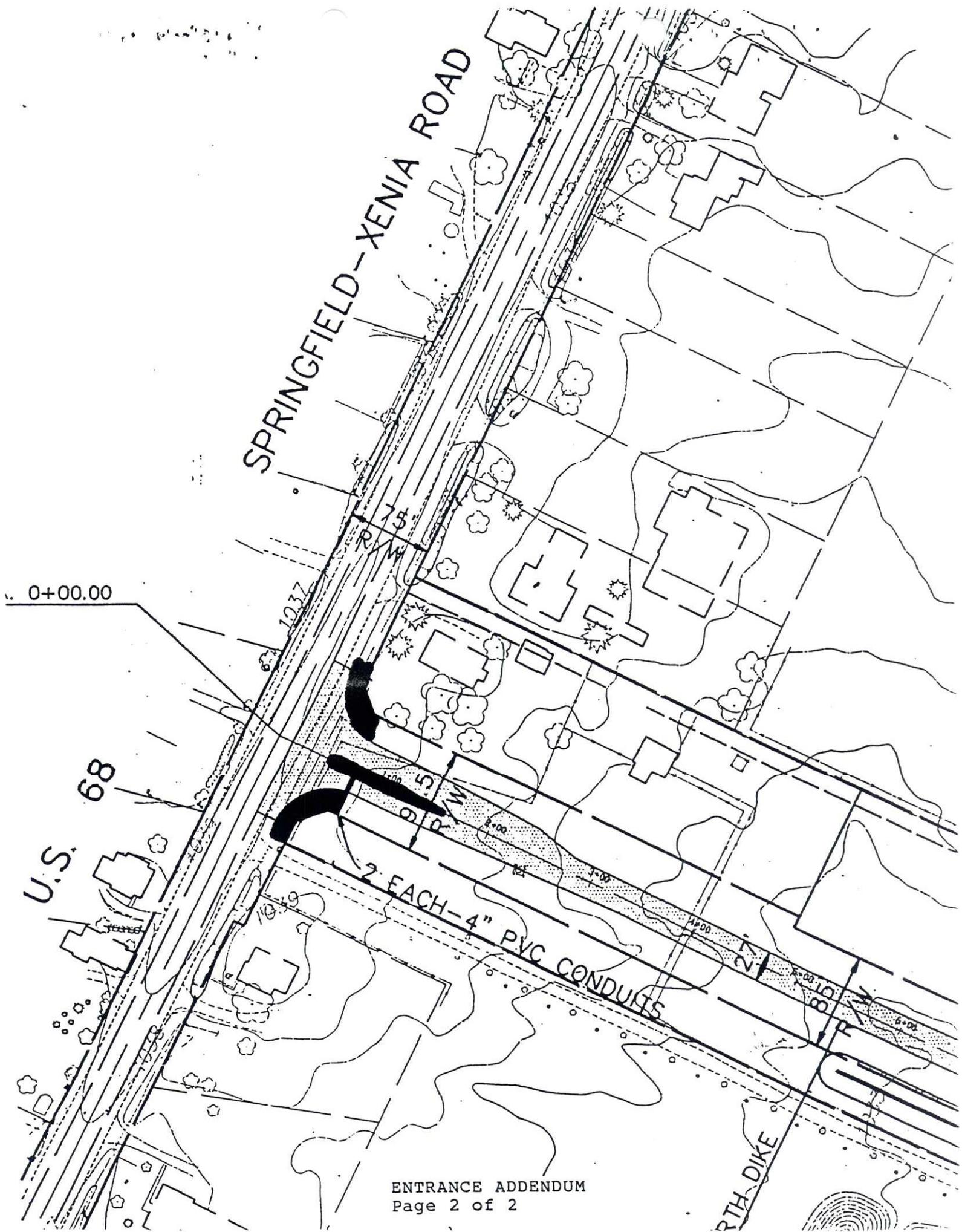
SPRINGFIELD-XENIA ROAD

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U.S. 68

2 EACH-4" PVC CONDUITS

RTH DIKE



AN ORDINANCE NO. 93-309

Approving a Joint Economic Development District Agreement between the City and Green Township to establish the Springfield-Beckley Municipal Airport Joint Economic Development District; authorizing the City Manager to execute the Joint Economic Development District Agreement on behalf of the City; authorizing the City Manager to submit a Joint Petition on behalf of the City, along with Green Township, to the Board of County Commissioners of Clark County, Ohio seeking approval of the Joint Economic Development District Agreement; authorizing the City Manager, Finance Director and Law Director to do all things necessary to obtain approval of the Joint Economic Development District Agreement and establish the Springfield-Beckley Municipal Airport Joint Economic Development District; and declaring an emergency.

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WHEREAS, both Green Township and the City are political subdivisions located entirely within Clark County, Ohio; and

WHEREAS, Green Township and the City wish to create a Joint Economic Development District (hereinafter the "JEDD") comprised of approximately 1359 acres; and

WHEREAS, the JEDD is comprised entirely of real property owned by the City and includes the Springfield-Beckley Municipal Airport which is owned by the City and is located entirely beyond the City's municipal corporate boundaries; and

WHEREAS, the JEDD also contains a corporate park known as AirparkOhio which is a part of the Springfield-Beckley Municipal Airport as an economic development adjunct thereto for purposes of facilitating the usefulness and financial success of the Springfield-Beckley Municipal Airport and of furthering the economic welfare of the citizens of Green Township and the City; and

WHEREAS, Green Township and the City recognize that development of AirparkOhio is subject to certain regulatory requirements imposed by the United States Federal Aviation Administration (hereinafter "FAA"); accordingly, Green Township and the City wish to establish a mechanism which will allow development of AirparkOhio consistent with the FAA release issued to the CITY and which will allow making development sites available through land leases; and

WHEREAS, the Green Township and the City wish to accomplish the purpose of extending the City's municipal powers useful to stimulate economic development (among other municipal powers) to the JEDD and Green Township and the City recognize that such an extension of

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That the Joint Economic Development District Agreement on file with the City's Law Department and described in the Notice of Public Hearing published in the Springfield News-Sun on August 2, 1993 is hereby approved, and the City Manager is hereby authorized to execute the Joint Economic Development District Agreement on behalf of the City.

Section 2. That the inclusion of City-owned property described in the Joint Economic Development District Agreement is approved.

Section 3. That the City Manager is hereby authorized to execute, on behalf of the City, a Joint Petition along with Green Township to the Board of County Commissioners of Clark County, Ohio seeking approval of the Joint Economic Development District Agreement.

Section 4. That the City Manager, Finance Director and Law Director are hereby authorized to do all things necessary to obtain approval of the Joint Economic Development District Agreement and to establish the Springfield-Beckley Municipal Airport Joint Economic Development District.

Section 5. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this 7<sup>th</sup> day of SEPTEMBER, A.D., 1993.

*Karen R. Copeland*

PRESIDENT OF THE CITY COMMISSION

*Connie J. Chappell*

CLERK OF THE CITY COMMISSION

(Not Published)